



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
73359
Amendment 1

June 22, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed Amendment 1 to Contract No. 73359 for the As-Needed Sewer Maintenance Roach Control Program with Bryan X. Thompson, an individual, d.b.a. Landscape Pest Management to enable this contract to continue on a month-to-month basis, at the County's option, for up to six months starting July 15, 2006, while Public Works completes the solicitation process for a replacement contract.
3. Authorize Public Works to encumber an additional \$25,000 to enable funding of the contract based on Amendment 1.
4. Authorize the Director of Public works to execute Amendment 1 upon proper execution by the contractor and approval as to form by County Counsel and to issue any related notice of termination to discontinue the service, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 15, 2001, Synopsis 85, your Board approved Contract No. 73359 with Bryan X. Thompson, an individual, d.b.a. Landscape Pest Management to provide chemical dusting of manholes for the County's Consolidated Sewer Maintenance District.

The contract was for an initial two-year period with three 1-year renewal options beginning May 15, 2001, and one additional 60-day extension. The purpose of this action is to allow these chemical dusting services to continue on a month-to-month basis, at the County's option, starting July 15, 2006, for up to six months while Public Works completes the solicitation process for replacement contracts.

A Request for Proposal (RFP) was released on April 17, 2006, for a replacement contract. The evaluation of the submitted proposals resulted in the determination that all proposals received were nonresponsive. This required Public Works to cancel the current solicitation, causing delay in requesting this amendment for extension of the contract. A new RFP is expected to be released by June 22, 2006. When proposals have been received and evaluated, Public Works will recommend contract award for continued provision of this service. Upon award of a new contract, Public Works will issue a notice of termination of the existing contract.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor's expertise allows for effectively providing service in a timely, effective, and responsive manner.

FISCAL IMPACT/FINANCING

The requested amount not to exceed \$25,000 for the six-month period is a proration of the existing annual contract amount of \$50,000. There will be no impact on net County costs. Funds are available in Public Works' 2006-07 Consolidated Sewer Maintenance District Fund budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment, which is substantially reflected in the enclosed form, will continue the contract's current terms, specifications, conditions, and add provisions to implement the Contractor Debarment and Assignment by Contractor policies. This amendment will be

The Honorable Board of Supervisors
June 22, 2006
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executed by the Director in accordance with your Board's authorization only upon proper execution by the contractor and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations (State CEQA Guidelines) and Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 73359
AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PROGRAM

THIS AMENDMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Bryan X. Thompson, an individual, d.b.a. Landscape Pest Management (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 73359 was entered into between the COUNTY and the CONTRACTOR on May 15, 2001, to provide as-needed pest control of the main sewer lines within the COUNTY'S Consolidated Sewer Maintenance District and its contract cities, for a period of two years with three 1-year options, and additional 60-day extension; and

WHEREAS, the COUNTY has exercised all three options and the 60-day extension, with the term of the CONTRACT, as extended, set to expire on July 14, 2007; and

WHEREAS, the parties desire to further extend the contract beyond July 14, 2006, on a month-to-month basis at the option of the COUNTY, for up to six months, at an aggregate amount not to exceed \$25,000, to allow the COUNTY the opportunity to complete the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, at the COUNTY'S option, on the above-described terms set forth in the Contract, during the period as extended under this AMENDMENT; and

WHEREAS, since Contract No. 73359 was entered into, the COUNTY has adopted a revised Assignment by Contractor policy and a revised Contractor Responsibility and Debarment policy.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 73359 between them shall be amended as follows:

FIRST: Part I, Section 2.G, Duration of Contract is hereby amended and modified to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to six months, beginning July 15, 2006, as follows:

- The term of the Contract is hereby extended as of July 15, 2006, for a period of one month. In addition, at the sole option of the COUNTY, in its absolute discretion, the term of the Contract shall be extended for a period of one month on the fifteenth day of each successive month, for up to the maximum period of six months, through and including January 14, 2007, unless the COUNTY provides a written ten-day notice of termination.

SECOND: The THIRD Section of the Agreement is hereby amended to provide an additional aggregate amount not to exceed \$25,000 for the six-month period.

THIRD: Part II, Section 4.F, Delegation and Assignment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Assignment by Contractor

- a. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims that the CONTRACTOR may have against the COUNTY.
- b. Any and all shareholders, partners, members, or other equity holders of the CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the COUNTY in accordance with applicable provisions of this Contract.
- c. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY'S express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default of the CONTRACTOR.

FOURTH: Part II, Section 3.T, Contractor Responsibility and Debarment, of the current contract is hereby deleted in its entirety and replaced with the following provision:

1. Contractor Responsibility and Debarment

- a. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and

experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

- b. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- c. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- d. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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- g. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of the CONTRACTOR.

FIFTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

BRYAN X. THOMPSON, an individual,
d.b.a. LANDSCAPE PEST
MANAGEMENT

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name